

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION  
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT  
SECURITIES LLC,

Defendant.

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Liquidation  
of Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

UBS AG, *et. al.*,

Defendants.

Adv. Pro. No. 08-01789 (CGM)

SIPA Liquidation

(Substantively Consolidated)

Adv. Pro. No. 10-05311 (CGM)

**STIPULATION AND ORDER FOR VOLUNTARY  
DISMISSAL WITH PREJUDICE AS TO  
DEFENDANT AA (ALTERNATIVE ADVANTAGE) PLC ON BEHALF OF ITS  
SUB-FUND LANDMARK INVESTMENT FUND IRELAND**

Irving H. Picard (the “Trustee”), as trustee for the liquidation of the business of Bernard L. Madoff Investment Securities LLC under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa–III, and the substantively consolidated estate of Bernard L. Madoff individually, by and through his counsel, Baker & Hostetler LLP and defendant AA (Alternative Advantage) PLC on behalf of its sub-fund Landmark Investment Fund Ireland (“Landmark”), by and through its counsel, Norton Rose Fulbright US LLP (collectively, the “Parties”), hereby stipulate and agree to the following:

1. On December 7, 2010, the Trustee filed a complaint in the above-captioned adversary proceeding in which he asserted claims against, among others, Landmark (the “Claims”).
2. On September 29, 2020, the parties entered into an agreement to settle the Claims.
3. On November 16, 2020, this Court entered an Order approving the settlement agreement between the Trustee, on the one hand, and Landmark, on the other hand (the “Landmark Settlement”) (ECF No. 264). The Landmark Settlement provides for the release of the Claims as against Landmark.
4. In accordance with Rule 7041 of the Federal Rules of Bankruptcy Procedure and Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, the Parties hereby stipulate to the dismissal with prejudice of the Claims, with each party bearing its own costs, attorneys’ fees, and expenses.
5. The provisions of this Stipulation shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and upon all creditors and parties of interest.
6. This Stipulation may be signed by the Parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and

*[Remainder of page intentionally left blank]*

the same instrument. A signed facsimile, photostatic or electronic copy of this Stipulation shall be deemed an original.

Dated: April 7, 2022  
New York, New York

NORTON ROSE FULBRIGHT US LLP

BAKER & HOSTETLER LLP

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(Alternative Advantage) PLC on behalf  
of its sub-fund Landmark Investment  
Fund Ireland*

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*Attorneys for Plaintiff Irving H. Picard,  
Trustee for the Substantively  
Consolidated SIPA Liquidation of  
Bernard L. Madoff Investment  
Securities LLC and the Chapter 7  
Estate of Bernard L. Madoff*

**SO ORDERED.**

**Dated: April 8, 2022  
Poughkeepsie, New York**



/s/ Cecelia G. Morris  
**Hon. Cecelia G. Morris  
U.S. Bankruptcy Judge**